



December 19, 2014

Via Overnight Express

Ms. Alisa Carro Bentley, Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

**RE: Docket 08-127: NextEra Energy Services Delaware, LLC Electricity Supplier
Residential Contracts**

Dear Ms. Carro Bentley:

On November 18, 2014, NextEra Energy Services Delaware, LLC's ("NextEra Energy Services") submitted a Fixed Price and Variable Price Electricity Supplier Residential Contract to the Delaware Public Service Commission ("Commission") for approval pursuant to 26. Del. Admin. C§3001. On November 25, 2014 the Commission requested revisions to the filed contracts.

NextEra Energy Services encloses the revised Fixed and Variable Price Electricity Supplier Residential Contract as requested by the Commission.

Should you have any questions or need any further information, please contact me by phone at (713) 401.5542 or by e-mail at aundrea.williams@nee.com.

Respectfully submitted,

A handwritten signature in cursive script that reads "Aundrea Williams".

Aundrea Williams
Assistant Vice President, Regulatory

Enclosure

NextEra Energy Services, LLC

20455 State Highway 249, Suite 200, Houston, Texas 77070

**NEXTERA ENERGY SERVICES DELAWARE, LLC
RESIDENTIAL ELECTRICITY SUPPLY AGREEMENT
FIXED PRICE PRODUCT**

The following are the Terms of Service for the purchase of residential electricity from NextEra Energy Services Delaware, LLC ("NextEra Energy Services") under a fixed price product. Your contract governing this purchase of residential electricity consist of these Terms of Service and the Enrollment Confirmation ("Confirmation") containing additional information relating to certain terms referenced herein provided to you with these Terms of Service (collectively, the "Agreement"). As your electricity supplier, NextEra Energy Services will arrange for the delivery of electricity from your Electric Distribution Company ("EDC") to your service location pursuant to this Agreement. The words "we," "us," and "our" also refer to NextEra Energy Services, and the words "you" and "your" refer to the customer.

Contact Information:

Electricity Supplier Name: NextEra Energy Services Delaware, LLC

Business Name: NextEra Energy Services

Internet address: www.nexteraenergyservices.com

Email address: custserv@nexteraenergyservices.com

Mailing address: 20455 SH 249, Suite 200, Houston, TX 77070

Fax: toll-free (800) 627-8813

Customer Service telephone number: toll-free (800) 882-1276 Customer service hours: Monday - Friday 7:00 a.m. - 8:00 p.m., Eastern Time. Closed Saturdays, Sundays and holidays.

24 Hour Service Outage Reporting: Should an outage or other emergency occur, please contact your EDC.

Electric Distribution Company	Emergency Contact Number	Customer Service Number
Delmarva Power	New Castle County 1-800-898-8042 Kent and Sussex Counties 1-800-898-8045	1-800-375-7117 (TTY-TDD: 1-800-822-1200)

DELAWARE PUBLIC SERVICE COMMISSION: 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, at (302) 736-7500 , or (800) 282-8574 (in State).

Eligibility: This Agreement is for residential customers only. If you receive service under this Agreement and are not a residential customer, you will be charged the prevailing rate for our commercial variable price product customers and sent NextEra Energy Services' commercial terms of service which will become effective upon receipt.

Rescission: You may rescind your execution of this Agreement without charge or penalty within ten (10) calendar days after the date the EDC sends its letter or other form of official communication of enrollment to you. To do so, contact your EDC and rescind your selection of NextEra Energy Resources. Further, this Agreement shall not be legally binding upon you until the 10-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection within this period. Any rescission right must be exercised in accordance with applicable rules, regulations, or orders of the Delaware Public Service Commission.

Credit and Deposits: NextEra Energy Services may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit, NextEra Energy Services may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning service with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on your behalf plus any accrued interest as determined by regulatory guidelines to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us.

Term & Renewal: The term of your service under this Agreement will begin on the meter read date or other date of initiation of service set by your EDC (unless you and we otherwise agree), and will continue for an initial term of service specified in your Confirmation and ending on your meter read date at the end of such initial term. Your meter read date or other date of initiation of service is determined by your EDC; therefore, we are not liable for any resulting delay in commencement of your service. Following your meter read date at the end of the initial term of service provided in your Confirmation, your service from us under this Agreement will continue on a month-to-month basis unless and until you renew your service with us under a new contract, or if you do not renew your service with us, until this Agreement is terminated either by you or us. During such month-to-month period, you will pay us a variable price per kWh determined as described in the section called "Pricing" below. A notice of expiration of this Agreement will be sent to you if required under applicable rules.

Pricing: Your price per kWh for electric generation service provided by NextEra Energy Services, including any monthly customer base charge, is set forth in your Confirmation. Your price will include generation charges and transmission charges, but will not include charges for EDC service (generally, distribution charges, other utility fees and charges, and other taxes). That price for electric generation service, including any monthly customer base charge, will remain fixed until the end of the initial term of your service under this Agreement, as specified in your Confirmation; provided that such price may be increased to reflect any increased costs or charges resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on NextEra Energy Services that are beyond NextEra Energy Services' control (see also the "Change in Law or Regulation" section below).

IF THIS AGREEMENT CONTINUES FOR ONE OR MORE MONTH-TO-MONTH PERIODS AFTER THE END OF YOUR INITIAL TERM, NEXTERA ENERGY SERVICES WILL CHARGE YOU A VARIABLE PRICE PER KWH, WHICH MAY BE CHANGED AT ANY TIME, BUT WILL NOT CHANGE MORE THAN ONCE IN A THIRTY (30) DAY PERIOD. This variable price is comprised of an amount based upon the current and forward prices (including wide or narrow swings in these prices) of wholesale electricity in the PJM market delivered to your EDC's load zone for the applicable period which we are able to obtain on behalf of our customers, plus an adder to cover margin and other charges related to supplying electricity to our customers. The adder will be based on factors that include: (a) whether our supply position in the market for a particular period is over or under that we have anticipated; (b) how we plan to correct our supply position during that period if a correction is warranted; (c) our expected and actual cost to serve; and (d) the prices charged by competitors in your market and your EDC. Your variable price will include generation charges, transmission charges, and the sales and use tax, but will not include charges for EDC service (generally, distribution charges, other utility fees and charges, and other taxes). During these monthly periods, you may obtain your variable price by calling our customer service center.

Billing: You will receive a bill monthly from your EDC which will include the price for electric generation service provided by NextEra Energy Services, plus charges from your EDC and applicable taxes. EDC charges may vary in accordance with applicable rules and tariffs. If we are ever required to bill you directly or calculate a balanced bill for electric generation service, we may terminate this Agreement and cause your electric generation service to be switched to your EDC as a default service provider with thirty (30) days written notice to you or such other period required by applicable rules. Upon your receipt of such notice, you may instead switch your service to another supplier. You will not be assessed an early termination fee if we terminate your service or as a result you switch your service as provided above in this section. If we agree to bill you directly or calculate a balanced bill, we will do so in accordance with bill format and balanced bill requirements applicable to us. Further, NextEra Energy Services reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

Payments: All bills are due and payable pursuant to the applicable terms of the EDC's tariff; however, if we bill you separately for our generation charges, our bill is due and payable within sixteen (16) days from the billing date on your invoice or the postmark date on the envelope, whichever is later, or such later date as may be required under applicable rules. Bills payable directly to us shall be deemed past due and delinquent at the close of business on the day the bill is due and delinquent or past due balances may result in a late fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Amounts payable directly to your EDC will be subject to a late fee or other charge as specified by your EDC in its applicable tariff. A \$25.00 insufficient funds fee per transaction will be assessed for any payment directly to us not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit/debit card transactions. NextEra Energy Services has a variety of bill payment options available for bills issued directly by NextEra Energy Services. For more details, please visit www.nexteraenergyservices.com or call us at the numbers listed above.

Termination and Early Termination Fee: We may terminate this Agreement and cause your electric generation service to be switched to your EDC as a default service provider if you fail to pay amounts due us or otherwise fail to perform your obligations

under this Agreement. Your EDC's rate for electric generation service may be higher than the rate under this Agreement for such service. NextEra Energy Services will notify you in writing at least thirty (30) days prior to the expiration of or termination of this Agreement for non-payment or other failure of performance or such other period as may be required by applicable rules. If we terminate your service due to your failure to pay amounts due us or otherwise perform your obligations under this Agreement, or if, by switching your service or otherwise, you terminate your service under this Agreement after the rescission period described above expires and prior to the completion of the initial term of service under this Agreement, as specified in your Confirmation, you will be assessed the early termination fee of \$10.00 per month for all full months remaining in the term of this Agreement. If your termination requires an early meter read or other special action by your EDC, you may be charged a fee established by the EDC. You will not be assessed an early termination fee if you are relocating outside of your current EDC's service territory and you give us thirty (30) days' prior written notice of your termination of this Agreement due to that relocation. Regardless of the method or reason for termination of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the EDC. To terminate this Agreement, you may call or fax us at the contact numbers provided above. To terminate this Agreement, we may write or email you at the contact information for you provided on the Enrollment Form or that you have otherwise provided to us.

Renewable Energy and Renewable Energy Credits (PJM): If you have selected a renewable energy product from NextEra Energy Services, the following provision applies: NextEra Energy Services will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Such energy sources will be located in or connected to the PJM regional electricity control area. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. NextEra Energy Services relies on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by NextEra Energy Services, and/or its affiliate, on behalf of customers, NextEra Energy Services will cause enough renewable energy to be delivered to the PJM regional electricity control area to match either all of your usage or the renewable content amount specified in your plan description. NextEra Energy Services may take up to three (3) months after the end of a calendar year to retire RECs needed to fulfill this product. Neither NextEra Energy Services nor any of its affiliates will be liable to you or any other party for any advertising assertions made by you related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

Dispute or Complaints: Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a NextEra Energy Services Customer Care Representative or e-mailing custserv@nexteraenergyservices.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with us and request a NextEra Energy Services supervisory review. You may call or write the Delaware Public Service Commission at the number or address set forth above if you are not satisfied after discussing your terms with us.

Nondiscrimination: NextEra Energy Services does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. However, we may refuse service to anyone for any other reason permitted by applicable rules.

Contract Changes: NextEra Energy Services may make non-price related changes to this Agreement by providing you with advance notice. Notice is not required for a change that benefits you.

Third-Party Program Change: NextEra Energy Services reserves the right to change or cancel at any time without notice any benefits, rewards, or bonuses provided to customers that may be provided by a third party.

Customer Information: By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information. You acknowledge that in the case of EDC consolidated billing, your billing and payment information may be provided to us. You may review our privacy policy on our website set forth above.

Change in Law or Regulation: In the event that there is a change (including changes in interpretation) in law, regulation, rule,

ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

Attorney Fees: If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney's fees) that we incur in the collection process.

Force Majeure: We will endeavor in a commercially reasonable manner to provide service, but we do not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PSC, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders NextEra Energy Services unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

Limitations of Liability: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived and neither party will be liable for consequential, incidental, special, punitive, exemplary or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any party hereto, whether sole, joint, concurrent, active or passive; provided no such limitation shall apply to damages resulting from the willful misconduct of any party.

Representations and Warranties: NEXTERA ENERGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Assignment: You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of NextEra Energy Services and permitted to perform these services; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services and permitted to perform these services; and/or (d) transfer or assign this Agreement to a licensed electricity supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, you agree that NextEra Energy Services shall have no further obligations hereunder.

Governing Law: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Delaware, including applicable rules of the Delaware Public Service Commission ("PSC").

Forward Contract: This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and NextEra Energy Services agree that (i) NextEra Energy Services is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the cancellation or termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at http://uscode.house.gov/download/title_11.shtml.

Title, Risk of Loss and Indemnity: You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. We shall cease to have title to and risk of loss related to the electricity when it is delivered to the point where the EDC facilities interconnect with your meter. You shall indemnify, defend and hold harmless NextEra Energy Services from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

Non-Waiver: No waiver by any party hereto of any one or more defaults, by the other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

Third-Party Rights: Nothing in this Agreement shall create, or be construed as creating any express or implied rights in any person or entity other than you and us.

Complete Agreement: This Agreement contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Agreement (including your Confirmation) supersedes all prior agreements, whether written or oral.

**SAMPLE DELAWARE RESIDENTIAL
FIXED PRICE PRODUCT
ENROLLMENT CONFIRMATION**

(Information to be received by email)

Service Information

Service Type: ☐ New Service ☐ Switching Service Provider ☐ Renewal

Customer Name ("Customer") _____

Customer Address: _____

Account No. _____

Contact Name: _____

Primary Phone: _____

Secondary Phone: _____

Email: _____

Price: \$ _____ per kWh, excluding all charges by your EDC which are separately identified on your bill.

Monthly Base Charge: _____ per month

Term of Service: _____ months

Deposit: \$ _____

**NEXTERA ENERGY SERVICES DELAWARE, LLC
RESIDENTIAL ELECTRICITY SUPPLY AGREEMENT
VARIABLE PRICE PRODUCT**

The following are the Terms of Service for the purchase of residential electricity from NextEra Energy Services Delaware, LLC ("NextEra Energy Services") under a variable price product. Your contract governing this purchase of residential electricity consist of these Terms of Service and the Enrollment Confirmation ("Confirmation") containing additional information relating to certain terms referenced herein provided to you with these Terms of Service (collectively, the "Agreement"). As your electricity supplier, NextEra Energy Services will arrange for the delivery of electricity from your Electric Distribution Company ("EDC") to your service location pursuant to this Agreement. The words "we," "us," and "our" also refer to NextEra Energy Services, and the words "you" and "your" refer to the customer.

Contact Information:

Electricity Supplier Name: NextEra Energy Services Delaware, LLC

Business Name: NextEra Energy Services

Internet address: www.nexteraenergyservices.com

Email address: custserv@nexteraenergyservices.com

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070

Fax: toll-free (800) 627-8813

Customer Service telephone number: toll-free (800) 882-1276 Customer service hours: Monday - Friday 8:00 a.m. - 7:00 p.m., Eastern Time. Closed Saturdays, Sundays and holidays.

24 Hour Service Outage Reporting: Should an outage or other emergency occur, please contact your EDC.

Electric Distribution Company	Emergency Contact Number	Customer Service Number
Delmarva Power	New Castle County 1-800-898-8042 Kent and Sussex Counties 1-800-898-8045	1-800-375-7117 (TTY-TDD: 1-800-822-1200)

DELAWARE PUBLIC SERVICE COMMISSION: 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, at (302) 736-7500 , or (800) 282-8574 (in State).

Eligibility: This Agreement is for residential customers only. If you receive service under this Agreement and are not a residential customer, you will be charged the prevailing rate for our commercial variable price product customers and sent NextEra Energy Services' commercial terms of service which will become effective upon receipt.

Rescission: You may rescind your execution of this Agreement without charge or penalty within ten (10) calendar days after the date the EDC sends its letter or other form of official communication of enrollment to you. To do so, contact your EDC and rescind your selection of NextEra Energy Resources. Further, this Agreement shall not be legally binding upon you until the 10-day confirmation period has expired and you have not, directly or indirectly, rescinded your selection within this period. Any rescission right must be exercised in accordance with applicable rules, regulations, or orders of the Delaware Public Service Commission.

Credit and Deposits: NextEra Energy Services may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit, NextEra Energy Services may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning service with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on your behalf plus any accrued interest as determined by regulatory guidelines to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records.

Term & Renewal: The term of your service under this Agreement will begin on the meter read date or other date of initiation of service set by your EDC (unless you and we otherwise agree), and will continue and renew on a month to month basis until cancelled. Since the term is month to month, you will not receive from us a contract expiration notice. Your meter read date or other date of initiation of service is determined by your EDC; therefore, we are not liable for any resulting delay in commencement

of your service.

Pricing: This is a variable price product. Your price per kWh for the start of your electric generation service provided by NextEra Energy Services is set forth in your Confirmation. This variable price for electric generation service does not include any charges by your EDC, all of which are billed by your EDC and separately identified on your bill from your EDC. Your price per kWh may be changed at any time, but your price will not change more than once in a thirty (30) day period. Your price will include charges for electricity, capacity, settlement and, ancillary services. There is no monthly base charge for this product. We will establish your variable price based on our evaluation of a number of factors that affect the total price of electricity. The following are some of the material factors that influence our analysis; (a) the current and forward price of electricity commodity (including wide or narrow swings in these prices) and the other incidental costs and charges incurred to purchase electricity in the market on behalf of our customers; (b) whether our supply position in the market for a particular period is over or under that we have anticipated; (c) how we plan to correct our supply position during that period; (d) our expected and actual cost to serve; and (e) the prices charged by competitors in your market and your EDC. In addition to these factors, your price may vary to reflect increased costs or charges resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on NextEra Energy Services that are beyond NextEra Energy Services' control (see also the "Change in Law or Regulation" section below).

Billing: You will receive a bill monthly from your EDC which will include the price for electric generation service provided by NextEra Energy Services, plus charges from your EDC and applicable taxes. EDC charges may vary in accordance with applicable rules and tariffs. If we are ever required to bill you directly or calculate a balanced bill for electric generation service, we may cancel this Agreement and cause your electric generation service to be switched to your EDC as a default service provider with thirty (30) days written notice to you or such other period required by applicable rules. Upon your receipt of such notice, you may instead switch your service to another supplier. If we agree to bill you directly or calculate a balanced bill, we will do so in accordance with bill format and balanced bill requirements applicable to us. Further, NextEra Energy Services reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

Payments: All bills are due and payable pursuant to the applicable terms of the EDC's tariff; however, if we bill you separately for our generation charges, our bill is due and payable within sixteen (16) days from the billing date on your invoice or the postmark date on the envelope, whichever is later, or such later date as may be required under applicable rules. Bills payable directly to us shall be deemed past due and delinquent at the close of business on the day the bill is due and delinquent or past due balances may result in a late fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Amounts payable directly to your EDC will be subject to a late fee or other charge as specified by your EDC in its applicable tariff. A \$25.00 insufficient funds fee per transaction will be assessed for any payment directly to us not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit/debit card transactions. NextEra Energy Services has a variety of bill payment options available for bills issued directly by NextEra Energy Services. For more details, please visit www.nexteraenergyservices.com or call us at the numbers listed above.

Cancellation: We reserve the right to cancel this Agreement at any time after providing you with at least thirty (30) days' advance written notice. Unless you switch to another supplier, such cancellation can cause your electric generation service to be switched to your EDC as a default service provider. Your EDC's price for electric generation service may be higher than the price under this Agreement for such service.

You may cancel this Agreement at any time by calling or faxing us at the contact numbers provided above. Your service will end within a reasonable time after you contact us, depending on whether you are switching to another competitive supplier or moving to EDC electric service. If your cancellation requires an early meter read or other special action by your EDC, you may be charged a fee established by the EDC. Regardless of how or why the Agreement is cancelled, you are responsible for payment of all outstanding charges incurred through the date on which the cancellation is effected by the EDC.

Dispute or Complaints: Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a NextEra Energy Services Customer Care Representative or e-mailing custserv@nexteraenergyservices.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with us and request a NextEra Energy Services supervisory review. You may call or write the Delaware Public Service Commission at the number or address set forth above if you are not satisfied after discussing your terms with us.

Nondiscrimination: NextEra Energy Services does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low

income or energy efficiency services. However, we may refuse service to anyone for any other reason permitted by applicable rules.

Contract Changes: NextEra Energy Services may make non-price related changes to this Agreement by providing you with advance notice. Notice is not required for a change that benefits you.

Third-Party Program Change: NextEra Energy Services reserves the right to change or cancel at any time without notice any benefits, rewards, or bonuses provided to customers that may be provided by a third party.

Customer Information: By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information. You acknowledge that in the case of EDC consolidated billing, your billing and payment information may be provided to us. You may review our privacy policy on our website set forth above.

Change in Law or Regulation: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

Attorney Fees: If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney's fees) that we incur in the collection process.

Force Majeure: We will endeavor in a commercially reasonable manner to provide service, but we do not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PSC, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders NextEra Energy Services unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

Limitations of Liability: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived and neither party will be liable for consequential, incidental, special, punitive, exemplary or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any party hereto, whether sole, joint, concurrent, active or passive; provided no such limitation shall apply to damages resulting from the willful misconduct of any party.

Representations and Warranties: NEXTERA ENERGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Assignment: You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of NextEra Energy Services and permitted to perform these services; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services and permitted to perform these services; and/or (d) transfer or assign this Agreement to a licensed electricity supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, you agree that NextEra Energy Services shall have no further obligations hereunder.

Governing Law: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Delaware, including applicable rules of the Delaware Public Service Commission ("PSC").

Forward Contract: This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and NextEra Energy Services agree that (i) NextEra Energy Services is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the cancellation or termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at http://uscode.house.gov/download/title_11.shtml.

Title, Risk of Loss and Indemnity: You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. We shall cease to have title to and risk of loss related to the electricity when it is delivered to the point where the EDC facilities interconnect with your meter. You shall indemnify, defend and hold harmless NextEra Energy Services from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

Non-Waiver: No waiver by any party hereto of any one or more defaults, by the other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

Third-Party Rights: Nothing in this Agreement shall create, or be construed as creating any express or implied rights in any person or entity other than you and us.

Complete Agreement: This Agreement contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Agreement (including your Confirmation) supersedes all prior agreements, whether written or oral.

**SAMPLE DELAWARE RESIDENTIAL
VARIABLE PRICE PRODUCT
ENROLLMENT CONFIRMATION**

(Information to be received by email)

Service Information

Service Type: ☐ New Service ☐ Switching Service Provider ☐ Renewal

Customer Name ("Customer") _____

Customer Address: _____

Account No. _____

Contact Name: _____

Primary Phone: _____

Secondary Phone: _____

Email: _____

Price: \$ _____ per kWh, excluding all charges by your EDC which are separately identified on your bill.

This is the price per kWh for the start of your electric generation service provided by NextEra Energy Services. Your price per kWh may be changed at any time, but your price will not change more than once in a thirty (30) day period.

Monthly Base Charge: _____ per month

Term of Service: month-to-month

Deposit: \$ _____